Request for Quotations (RFQ)SID320-PR3311754 Catering Service for US Independence Day Event in Jakarta - 2014

Each offer MUST provide the information required per Section III: Solicitation Provision

SECTION I. STANDARD FORM 1449

Block 1: Requisition Number: SID320 PR3311754; Page 1 of 4

Block 6: Solicitation Issue Date: April 25, 2014; Block 8: Offer Due Date/local time: May 5, 2014 at 10:00;

Block 19 through 22: 1. Catering Service for US Independence Day Event, 1 lot

Scope of Services – Continuation of SF1449

The Contracting Office, US Embassy Jakarta, is soliciting companies to provide Catering Service for the US Independence Day event at Taman Suropati, Jakarta, on June 25, 2014.

<u>PRICING</u> For this catering service requirement, the Embassy has a fixed price for the food package described under "Schedule of Supplies/Services". It is a firm fixed price in **US Dollars (one currency only)**. The Contractor SHALL provide the catering at this set price, and offer a detailed menu based on below detailed requirements.

RFQ: Catering Service for US Independence Day Event in Jakarta, on June 25, 2014

Name of Service: Address & Phone number: Contact Person: E-mail address:

CLIN #	Category	Qty	Uni t	Unit Cost	Total Cost
1	Catering service for US Independence Day event on June 25, 2014 at Jalan Taman Suropati No. 3 (CMR) in Jakarta. (Please offer your menu based on below description.)	1	Lot		
	Grand Total				

CONTINUATION OF SF1449 - SCHEDULE OF SUPPLIES/SERVICES (BLOCK 20): DESCRIPTION/SPECIFICATION OF WORK

This Solicitation is to provide catering service for US Independence Day event, on June 25, 2014 at Jalan Taman Suropati No. 3 (CMR) in Jakarta with scope of work:

- The event will be held on June 25, 2014 from 19:00 to 21:00; however, the food should be in place at 18:30 hours.
- Full catering package food and beverages for approximately 1000 people, to consist of:
 - 1. Hotdogs with buns,
 - 2. Mini burgers with buns,
 - 3. Coleslaw,

- 4. Apple pie,
- 5. Rice,
- 6. Mixed salad with tomatoes/cucumber,
- 7. Three-bean salad.
- The following condiments should be included with the above dishes:
 - a. Sliced American cheese,
 - b. Sliced cheddar cheese,
 - c. Mayonnaise,
 - d. Mustard,
 - e. Pickled relishes,
 - f. Tomato ketchup,
 - g. Sliced tomatoes,
 - h. Sliced white onions,
 - i. Lettuce,
 - j. Tabasco hot sauce,
 - k. Salt,
 - I. Pepper.
 - Free flow of beverages: juice, ice tea, soft drinks (including diet drinks), hot coffee, hot tea, and ice water.
 - Regular-sized cupcakes made into an American flag design (pictured included); besides the
 cupcakes with the American flag design, additional cupcakes in red, blue and white should be
 available for 1000 guests. The display will look like below, the rest should be kept and served to
 the guests later.



- Boxed meals with beverages for 125 people to be served at 5:00 p.m. to Embassy staff onsite, the menu should be in two types:
 - a. Vegetarian meal
 - b. Regular meal (meat/seafood & vegetables)
- Proportional amount of Bar set-ups to include glassware, bartenders, and ice. Bars will also be responsible for serving wine and beer that will be provided by the Embassy.
- Meals should be served buffet style.
- Following dishes should be kept WARM:
 - a. hotdogs,
 - b. mini burgers,
 - c. rice,
 - d. apple pies.
- Following dishes should be kept COLD:

- a. sliced American cheese,
- b. sliced cheddar cheese,
- c. coleslaw,
- d. mixed salad,
- e. 3-bean salad,
- f. mayonnaise,
- g. sliced tomatoes,
- h. sliced white onions,
- i. lettuce.
- Buffet tables should be provided and arranged to maximize the flow of guests according to the suggestion: <u>Two sets of long buffet tables</u> so four rows of people can be served food at the same time.
- All food should be easy to eat with forks/spoons and not require knives as this is a <u>standing</u> reception.
- Alcohol beverages such as beer and wine are NOT provided by the Contractor so they are not
 part of this solicitation. All alcohol will be provided separately by the Embassy.
- Handling Fee, to include: floral center piece for buffet and flower arrangements for buffet tables; staffing and operational transportations; buffet tables; round tables; chairs; table cloths and chair covers; platters and glassware.
- Tasting menu must be provided for panel team (2 or 3 members). Location of the tasting will be determined, but should be in the Menteng area, Jakarta Pusat.

SECTION II. CLAUSES (COMMERCIAL ITEMS – SERVICE) LINK ATTACHED

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (MAR 2011)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (<u>22 U.S.C. 7104(g)</u>).
 - Alternate I (Aug 2007) of <u>52.222-50</u> (<u>22 U.S.C. 7104(g)</u>).
 - (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- x (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- x (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- x (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(iii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - x (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- x (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - x (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

ADDENDUM TO CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Go to the internet at:

http://acquisition.gov/far/index.html or, http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov to see the link to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

NUMBER TITLE

52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)

The following FAR clauses are provided in full text: THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and 1 (one) copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is Management Officer.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- a) The contractor warrants the following:
 - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION III. SOLICITATION PROVISIONS:

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

- A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 (Pricing) has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating prior experience with relevant past performance information and references;
- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
 - (5) **MENU ARRANGEMENTS:** per section 1 above.
- (6) Proposed team member, to include name, title, and other support information.
- (7) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- A.3. If required by the solicitation, provide either:
 - (a) a copy of the Certificate of Insurance, or
- (b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-2CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Go to the internet at:

http://acquisition.gov/far/index.html or, http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov to see the link to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Number</u> <u>Title</u>

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Jacqueline Holland-Craig, at 3435-9000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method - The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION IV. EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the best menu and catering service, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- (a) COMPLIANCE REVIEW. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.
- (b) <u>TECHNICAL ACCEPTABILITY. Technical acceptability will include a review of past performance</u> and experience, a review panel as defined in Section 3, along with any technical information provided by the <u>offeror with its proposal/quotation.</u> PRICE EVALUATION. The lowest price and will be determined by multiplying the offered prices times the estimated quantities in "Prices Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- (d) RESPONSIBILITY DETERMINATION. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;

- Necessary equipment and facilities or the ability to obtain them; and
- Otherwise qualified and eligible to receive an award under applicable laws and regulations.

Term of payment: Nett 30 days upon receive the completed service and original invoice.

The quotation is open on April 25, 2014 and due on May 5, 2014, at 10.00, Jakarta time. Please follow instructions in *Section III* for a quotation to be considered and fax the quotation to PCU: (62-21) 3435-9910 or 352-4303. Please note that your price should be valid for 30 days from due date.